

6753-B

RECORDATION NO. _____ Filed & Recorded

NOV 16 1972 -2 25 PM

(PULLMAN)

INTERSTATE COMMERCE COMMISSION

AMENDMENT dated as of October 1, 1972 to Conditional Sale Agreement dated as of September 1, 1972 ("Conditional Sale Agreement") among Pullman Incorporated (Pullman—Standard Division), Mercantile Trust Company N.A. ("Vendee") and St. Louis-San Francisco Railway Company ("Guarantor").

WHEREAS, the Guarantor and the Vendee wish to amend the Lease referred to in the Conditional Sale Agreement, among other things to grant the Guarantor an option, under certain circumstances, to cause a designee of the Guarantor to purchase the interest of the Vendee in the Units and Security Documents referred to in the Lease.

Now, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Article 8 of the Conditional Sale Agreement is hereby amended by adding at the end of the first sentence of the second paragraph thereof, the following: ", including, without limitation, any assignment, transfer or disposition pursuant to the *proviso* to the first sentence of Article 15 of this Agreement".

2. Article 15 of the Conditional Sale Agreement is hereby amended by adding at the end of the first sentence of Article 15 of the Model CSA Provisions, the following: ";provided, however, that, if such sale, assignment, transfer or disposition is pursuant to the option of the Guarantor provided in Paragraph (6) of § 17 of the Lease, as amended by Amendment dated as of October 1, 1972, Mercantile Trust Company N.A. shall be discharged from its obligations under this Agreement upon execution and delivery to the Vendor of an instrument whereby (x) the Guarantor expressly assumes all of the obligations of the Vendee under this Agreement and (y) acknowledges that such sale, assignment, transfer or disposition is expressly subject in all respects to the rights and remedies of the Vendor hereunder (including, without limitation, rights and remedies against the Guarantor in its capacity as Guarantor under this Agreement and as successor to the Vendee)."

Filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act of, 1972, atM.,
Recordation No.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

PULLMAN INCORPORATED
(PULLMAN—STANDARD DIVISION)

[CORPORATE SEAL]

By 
Vice President

Attest:

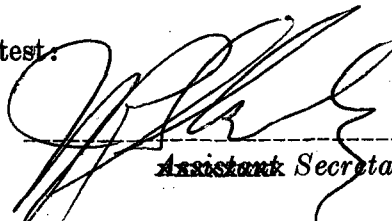

Assistant Secretary

MERCANTILE TRUST COMPANY N.A.,

[CORPORATE SEAL]

By 
Vice President

Attest:


~~Assistant~~ Secretary

ST. LOUIS-SAN FRANCISCO RAILWAY
COMPANY,

[CORPORATE SEAL]

By 
Vice President

Attest:


Assistant Secretary

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss.:

On this 30th day of October, 1972, before me personally appeared Donald E. Engle, to me personally known, who, being by me duly sworn, says that he is a Vice President of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sarah J. McLafferty
Notary Public
SARAH J. McLAFFERTY

[NOTARIAL SEAL]

My Commission Expires April, 1974.

Commissioned within and for the County of St. Louis, Missouri
which adjoins City of St. Louis, Missouri, where this act was
performed.

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss.:

On this 31st day of October, 1972, before me personally came Donald B. Wehrmann, to me known, who, being by me duly sworn, did depose and say that he resides ~~in~~ St. Louis County; that he is a Vice President of MERCANTILE TRUST COMPANY N.A., the national banking association described in and which executed the above instrument; that he knows the corporate seal of said association; that one of the seals affixed to the said instrument is such seal; that it was so affixed by authority of the Board of Directors of said association, and that he signed his name thereto by like authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Florence M. Gerdel
Notary Public
Florence M. Gerdel

[NOTARIAL SEAL]

My commission expires:
October 2, 1975

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 23rd day of October, 1972, before me personally appeared M. R. Back, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman-Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. J. Clifford
Notary Public

[NOTARIAL SEAL]

My Commission Expires Nov. 30, 1975.